

To: Honorable Robert D. Drain
Docket # 05-44481 (RDD)
U. S. Bankruptcy Judge – Southern District of NY
One Bowling Green
New York, NY 10004-1408

— Fax: (914) 390-4073

From: Wanda K. Kitchen

Subject: Docket # 05-44481 (RDD), Object to the June 1, 2009 Master Disposition Agreement Article 9.5.11: "Declaring that severance payments will be terminated upon the closing date of emergence from bankruptcy of Delphi Corporation.

When I accepted the terms of the contract of separation agreement with Delphi, I was entitled to severance payment of bi-monthly payments for one year. I waived my rights by signing the Release of Claims in order to receive these payments terms. As Delphi was already in bankruptcy status at the time of signing, severance payments are a contract liability not a benefit that Delphi provided. Therefore, I object to the June 1, 2009 Master Disposition Agreement Article 9.5.11: "Declaring that severance payments will be terminated upon the closing date of emergence from bankruptcy of Delphi Corporation, the contract that I signed is considered a legal and binding contract that I signed on November 7, 2008 to be effective upon my retirement (January 1, 2009) to be paid for one year, ending December 31, 2009, which I expect to be honored. I worked for this company for 31 + years and was entitled to life insurance and health care coverage for my entire life and in April of this year that was terminated, as well as, the pending pension reduction (transfer to PBGC). In comparison to all matters of the bankruptcy the severance amount is a short term liability and the total liability to continue payments is low.

Thank you for your consideration,

Wanda K. Kitchen

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